

REMARKS

Applicant thanks the Examiner for the Examiner's comments which have greatly assisted Applicant in responding.

35 U.S.C. §102(b)

- 5 The Examiner has rejected claims 1-9, 14 and 15 under 35 U.S.C. §102(b) as being unpatentable over Shavit et al. (U.S. Patent No. 4,799,156).

The Applicant respectfully disagrees.

Claims 1 and 15

- 10 The Office action states that Shavit discloses "a credit-limits database for providing certain accounts receivable financing limit information related to a particular pre-qualified buyer of a manufacturer, trader, or exporter (Col. 38, lines 51-65, col. 2, lines 20-36, col. 14, lines 28-49, cols. 19, lines 14-34, col. 33, lines 7-27, col. 9, lines 20-42, and cols. 35, lines 11-44)." However, upon a thorough reading of the cited reference, the quoted subject matter could not be located in the cited location in the cited
- 15 reference, neither could it be found else where in the cited reference. Especially, no subject matter substantially equivalent to "accounts receivable financing limit" is disclosed in the cited reference.

The Office action further states that Shavit discloses "an invoice data system that accesses the credit-limits database and flags an individual invoice to said particular pre-

qualified buyer (Col. 1, lines 36-51) according to credit limits and accounts receivable financing limits information (Col. 8, lines 23-54, col. 9, lines 7-19, col. 11, line 52-col. 12, line 2, col. 12, line 54- col. 13, line 9, col. 14, lines 50-62, col. 16, lines 30-49, col. 17, lines 29-51, col. 25, line 51-col. 26, line 4, col. 26, line 29-col. 27, line 30, col. 32, line 10- col. 33, line 10, and col. 36, lines 22-53)." However, upon a thorough reading of the cited reference, the quoted subject matter could not be located in the cited location in the cited reference, neither could it be found else where in the cited reference. Especially, no subject matter substantially equivalent to an invoice data entry system that flags an individual invoice according to credit limits and accounts receivable financing limits information is disclosed in the cited reference.

The Office action further states that Shavit discloses "an account receivable database connected to receive said individual invoice; wherein, if said individual invoice in the accounts receivable database meets various criteria and is sold to or financed by a financial institution, the credit-limits database is automatically adjusted to reflected an open accounts to said particular pre-qualified buyer (Col. 8, line 55-col. 9, line 6, col. 9, lines 30-42, col. 14, lines 28-49, col. 19, lines 14-34, col. 21, line 53-col. 25, line 9 and co.28, lines 23-56)." However, the quoted subject matter could not be located in the cited location in this cited reference, neither could it be found else where in this cited reference. Especially, no subject matter substantially equivalent to an account receivable database connected to receive said individual invoice is disclosed in the cited reference.

Claims 1 and 15 of the present application particularly points out and distinctly claims the subject matter, and therefore should be allowed.

Claim 2

Claim 2 depends on the independent Claim 1. Because Claim 1 is allowable, Claim 2 should be also allowed. Further, the Office action states that Shavit discloses "the system of Claim 1, wherein said certain accounts receivable comprise credit insurance
5 accounts; wherein said credit limits comprise insurance policy limits; wherein said various criteria comprise said credit insurance policy criteria (Col. 7, lines 6-22, col. 38, lines 51-65, col. 2, lines 20-36, col. 19, lines 14-34, col. 33, lines 7-27, col. 9, lines 20-42, and col. 35, lines 11-44)." However, the quoted subject matter could not be located in the cited location in this cited reference, neither could it be found else where in this
10 cited reference. Especially, no subject matters substantially equivalent to "credit insurance policy limit" and "credit insurance policy criteria" are disclosed in the cited reference.

Claim 3

Claim 3 depends on the independent Claim 1. Because Claim 1 is allowable, Claim 3
15 should be also allowed. Further, the Office action states that Shavit discloses "the system of Claim 2, wherein invoices are tested to assure compliance with the terms and conditions of an insurance policy whether or not the invoices are purchased or financed in (Col. 8, lines 32-34)." However, the quoted subject matter could not be located in the cited location in this cited reference, neither can it be found else where in this cited
20 reference.

Claim 4

Claim 4 depends on the independent Claim 1. Because Claim 1 is allowable, Claim 4 should be also allowed.

Claim 5

- 5 Claim 5 depends on the independent Claim 1. Because Claim 1 is allowable, Claim 5 should be also allowed. Further, the Office action states that Shavit discloses "the system of Claim 1, wherein said invoice data entry system inputs, sorts and processes data provided in various formats to convert said data into a system format; and wherein said invoices and data entry system optional extracts said data from a data source (Col. 1, lines 24-43)." However, the quoted subject matter could not be located anywhere in this cited reference.

Claim 6

- 15 Claim 6 depends on the independent Claim 1. Because Claim 1 is allowable, Claim 6 should be also allowed. Further, the Office action states that Shavit discloses "the system of Claim 1, wherein the credit-limits database is updated with information provided by a credit insurance underwriter, and/or by a commitment to finance said particular pre-qualified buyer by said financial institution (Col. 8, lines 5-54, col.9, lines 20-42, col. 14, lines 28-49, col. 19, lines 14-34, col. 27, line 10-col. 28, line 57, col. 33, lines 7-27, col. 34, lines 31-58, col. 35, lines 11-63, col.38, lines 51-65, and col. 40, lines 20 5-16)." However, the quoted subject matter could not be located anywhere in this cited

reference. Especially, no subject matter substantially equivalent to "credit insurance underwriter" is disclosed in the cited reference.

Claim 7

Claim 7 depends on the independent Claim 1. Because Claim 1 is allowable, Claim 7
5 should be also allowed. Further, the Office action states that Shavit discloses "the
system of Claim 1, further comprising a filter for providing a user selection of which of
any individual invoices are to be the subject of a sale or financing to said financial
institution (Col. 5, line 66-col. 6, line 38, col. 8, lines 32-34, col. 7, lines 6-22, col. 9, lines
7-19 and 39-42, col. 11, lines 3-10, col. 11, line 52-col.12, line 2, col. 12, line 54-col.13,
10 line 9, col. 16, lines 30-49, col. 17, lines 29-51, col. 19, lines 14-34, col. 25, lines 10-27,
col. 25, line 51- col. 26, line 4, col. 26, line 50-col. 27, line 9)." However, the quoted
subject matter could not be located in anywhere of this cited reference. Especially, no
subject matter substantially equivalent to the filter is disclosed in the cited reference.

Claim 8

15 Claim 8 depends on the independent Claim 1. Because Claim 1 is allowable, Claim 8
should be also allowed.

Claim 9

Claim 9 depends on the independent Claim 1. Because Claim 1 is allowable, Claim 9
should be also allowed.

Claims 14

The Office action states that Shavit discloses "an eligible invoice filter (Col. 8 lines 5-54; col. 16, lines 1-29, and lines 50-67)." However, the quoted subject matter could not be found anywhere in the cited reference. The Office action further states that Shavit
5 discloses a subject matter "wherein, after a manufacturer/trader/exporter prearranges a credit insurance policy with a credit insurance underwriter and/pr financing arrangement with a financial institution, the trade finance system provides real-time rule-checking of invoices according to policy/financing agreement, buyer, and destination country limits, and as collections are received credit capacity is freed up for particular policies, buyers,
10 and destination countries (Col. 25, line 10-col. 27, line 9)." However, the quoted subject matter could not be found anywhere in the cited reference.

Claims 14 particularly points out and distinctly claims the subject matter, and therefore should be allowed.

35 U.S.C. §103(a)

15 The Examiner has rejected claims 10-13, and 16-22 under 35 U.S.C. §103(a) as being unpatentable over Shavit et al. (U.S. Patent No. 4,799,156).

The Applicant respectfully disagrees.

Claim 10

Claim 10 depends on the independent Claim 1. Because Claim 1 is allowable, Claim 10 should be also allowed.

Claim 11

- 5 Claim 11 depends on the independent Claim 1. Because Claim 1 is allowable, Claim 11 should be also allowed.

Claim 12

Claim 12 depends on the independent Claim 1. Because Claim 1 is allowable, Claim 12 should be also allowed.

10 Claim 13

Claim 13 depends on the independent Claim 1. Because Claim 1 is allowable, Claim 13 should be also allowed.

Claim 16

- 15 Claim 16 depends on the independent Claim 15. Because Claim 15 is allowable, Claim 16 should be also allowed. Further, the Office action states that Shavit discloses the system of Claim 15, "wherein a user's PC communicates with a centralized server over an Internet connection and uses a combination of HTML, browser-resident programs using ActiveX, Active Document, Java, or similar technical platforms and stand-alone

utilities that are installed on the user's PC so new versions of an interface program can be automatically downloaded from the centralized server over said Internet connection." However, the quoted subject matter could not be found anywhere in the cited reference. Neither did the cited reference teach or suggest an interface program automatically
5 downloaded from the centralized server over said Internet connection.

Claim 17

Claim 17 depends on the independent Claim 15. Because Claim 15 is allowable, Claim 17 should be also allowed. Further, the Office action states that Shavit discloses "the system of Claim 15, wherein a database engine is installed on a user's PC and a central
10 server includes a data repository, and an Internet connection, and client data can be uploaded to the central server and thereafter passed to financial intuitions and underwriters (Col. 5., lines 16-38, col. 6, line 52-col. 7, line 5, and col. 7, lines 22-57)." However, the quoted subject matter could not be found anywhere in the cited reference.

Claim 18

15 Claim 18 depends on the independent Claim 15. Because Claim 15 is allowable, Claim 18 should be also allowed.

The Examiner points it out that Shavit does not explicitly disclose features wherein a primary Web location is connected to a fall-back secondary location via a point-to-point connection so data synchronization can be constantly provided, and a web-site
20 availability monitor allows an adjustment of routing tables associated with a primary logon web-site presence, and a primary web-server responds to client logons and

directs traffic and interactions with one of several primary client servers 616-618 physically located nearby. However, the Examiner states that official notice is taken that those features were well known within the electronic communication art at the time the invention was made.

- 5 Note that the claimed feature of the present invention is specifically designed to connect a primary Web location to a fall-back secondary location via a point-to-point connection to provide constantly data synchronization and to adjust the routing tables associated with the primary logon web-site presence so that client may be directed to primary client servers physically located nearby, and therefore is substantially distinct from any well-
- 10 known art at the time the invention was made.

Claim 19

Claim 19 depends on the independent Claim 15. Because Claim 15 is allowable, Claim 19 should be also allowed.

- The Examiner points it out that Shavit does not explicitly disclose wherein a fall-back
- 15 logon web-site presence is physically associated with several fallback servers, and said point-to-point connection allows the primary logon web-site presence to directly access the fallback servers. However, the Examiner states that official notice is taken that those features were well known within the electronic communication art at the time the invention was made.

- 20 Note that the claimed feature of the present invention is specifically designed for the purpose that the fall-back logon web-site is physically associated with several fallback

servers, and said point-to-point connection allows primary logon web-site presence to *directly* access the fallback servers, and therefore is substantially distinct from any well-known art at the time the invention was made.

Claim 20

- 5 Claim 20 depends on the independent Claim 15. Because Claim 15 is allowable, Claim 20 should be also allowed.

The Examiner points it out that Shavit does not explicitly disclose wherein said point-to-point connection allows the fallback logon web-site presence to directly access the primary client servers (Col. 5, line 8-55 and col. 6, line 1-67)." However, the Examiner
10 states that official notice is taken that those features were well known within the electronic communication art at the time the invention was made.

Note that the claimed feature of the present invention is specifically designed with point-to-point connection to allow fallback logon web-site presence to *directly* access the primary client servers, and therefore is substantially distinct from any well-known art at
15 the time the invention was made.

Claim 21

Claim 21 depends on the independent Claim 15. Because Claim 15 is allowable, Claim 21 should be also allowed.

Claim 22

Claim 22 depends on the independent Claim 15. Because Claim 15 is allowable, Claim 22 should be also allowed.

CONCLUSION

Based on the foregoing, Applicant considers this invention to be distinguished from the art of record. Accordingly, Applicant earnestly solicits the Examiner's withdrawal of the objections and rejections raised in the above referenced Office Action, such that a Notice of Allowance is forwarded to Applicant, and the this application is therefore allowed to issue as a United States patent.

Respectfully submitted,

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